



King County

CONTRACTOR PACKET

HOUSING REPAIR PROGRAM

King County

Housing Repair Program

401 Fifth Avenue, Suite 510
Seattle, WA 98104

(206) 263-9095

(206) 296-0229 FAX

TTY 711 (RELAY SERVICE)

Information is attached for contractors wishing to participate in the King County Housing Repair Program. If you have any questions about this program or the information attached, please call Shirley Jewett at (206)263-9095.

ATTACHMENTS

- ◆ **Introduction “Attention Contractors”**
- ◆ **Contractor Frequently Asked Questions (FAQ)**
- ◆ **Contractor Insurance Requirements**
- ◆ **Contractor Requirements working with Lead-Base Paint**
- ◆ **Sample of Certificate of Liability Insurance form**
- ◆ **Sample of Additional Insured Endorsement**
- ◆ **Agreement and Construction Contract (copy)**
- ◆ **Contractor Qualification Statement**
- ◆ **IRS W-9 Request for Tax Payer Identification Number (TIN)**

INTRODUCTION

ATTENTION: CONTRACTORS WHO WISH TO BE PLACED ON KING COUNTY HOUSING REPAIR PROGRAM CONTRACTOR LIST

King County seeks qualified contractors to participate in the housing repair program for low and moderate income homeowners. The Housing Repair Program is in the process of updating their contractor list. **All licensed and bonded contractors who wish to enter into contracts with eligible homeowners are required to provide the following:**

- Contractor's Qualification Statement
- Certificate of Insurance (sample attached)
- Additionally Insured Endorsement (sample attached)
- Copy of Contractors License and Bond
- Certification for EPA and Washington State Department of Commerce, Renovate Repair and Paint Rule (RRP) (WAC 365-230) (if working with lead hazards)
- IRS W-9 Request for Identification Number and Certification (TIN)

If your firm is participating currently with the Housing Repair Program, you will need to update your information.

Contractors who meet or exceed these minimum guidelines will be placed on a Contractor List which will be forwarded to homeowners seeking financial assistance through the King County Housing Repair Program.



King County

Contractors Frequently Asked Questions (FAQ)

What kind of work is available for contractors?

- The King County Housing Repair Program provides financial assistance for qualified homeowners and mobile home owners to repair their home. Repairs address health & safety issues, energy conservation investments, neglected building preservation work, and small general improvements to the property. Examples include: replacing leaking roofs, defective furnaces, or faulty plumbing/electrical systems & equipment. A King County Work-Write-Up (WWU) describing the scope of work will be provided to the contractor. Contractors may attach their own bid and proposal with the King County WWU. Bids should be submitted to our office and a copy mailed to the owner.

How do I get qualified to bid and participate in this program?

- Request a Contractor's Qualification Packet from our office. Call our office (206) 263-9095.
- Complete and submit the Contractor's Qualification Statement along with a copy of your Washington State contractor's license and Certificate of Liability Insurance.
- Meet minimum insurance requirements for General Liability (Primary and Non-Contributory), and Automobile Liability.
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$500,000 Automobile
- Additional insurance as required for lead and asbestos abatement
- Provide from your insurance carrier an endorsement on your Certificate of insurance naming "King County, its officials, officers, employees, and agents" as a loss payee.

How do I find out about jobs to bid on?

- Homeowners are provided with a pre-qualified contractors list. Homeowners are requested to directly contact the contractors and obtain at least three (3) written bids. Homeowners are not required to select the lowest bid, however the bid selected must be responsible. King County cannot recommend or endorse a contractor.

Can I call your office and get names of owners seeking bids?

- Only pre-qualified contractors will be given names or Work-Write-Ups. Contact the loan officer serving your area.

Is there a contract signed?

- Yes, a contract naming the owner and the contractor as the parties will be signed at a pre-construction meeting. A King County representative will be present at this meeting to discuss final scope of work, payment process, completion dates, and the contract general conditions. A copy of the Agreement and Construction Contract is attached for your information.

Can I request funds after a contract is signed and before work is started? And how long before I receive payment?

- Down payments are not allowed. However, interim or progress payments are permitted for work that can be verified. Also, materials once delivered to the site can be paid for. The homeowner must authorize all payments.
- Payment is mailed to the contractor within two weeks upon receipt of request for payment.

Are there other documents that need to be provided before final payment is issued?

- Yes, these may include: Applicable permits finalized, manufacturer's warranties delivered to the owner, and lien waivers provided from subcontractors and vendors.

What happens if I have a dispute with the owner?

- Contractors and owners are first asked to resolve their issues between themselves.
- King County will mediate and issue a finding of determination. The parties will be asked to abide with the finding.
- The parties may pursue other legal remedies available to them.

For additional information contact:

Attention: Shirley Jewett

King County Housing Repair Program

Chinook Building

401 Fifth Avenue, Suite 510

Seattle, WA 98104

Phone: (206)263-9095

Inspectors/Loan Officers:

Tom Bowman (206) 263-9397 (South and Southeast King County, Federal Way, Enumclaw, Renton, etc)

Bruce Pulmano (206) 263-9091 (Vashon, north and northeast King County)

Greg Cooper (206)263-9106 (South Seattle, Tukwila, Des Moines, SeaTac, etc)

Contractors Requirements

(to be submitted to King County)

1. *Contractors Qualification Statement (attached at the end of this packet)*

- Please complete all areas of this statement (front and back). This will provide the County with information on your business and help us to qualify your firm for program participation.

2. *Certificate of Insurance (sample attached)*

- A photocopy of your certificate of Insurance. This certificate needs to cover **General Liability**, **Primary and Non-Contributory**, and **Automobile Liability**. (Sample is attached)

Minimum general liability coverage for your firm
(This includes Primary and Non-Contributory coverage)

- Each Occurrence / Personal & ADV injury **\$1,000,000.00**
- General Liability **\$1,000,000.00** General Aggregate **\$2,000,000.00**
- Minimum Automobile Combined Single limit liability Coverage **\$500,000.00**
- King County requires 45 day notice of Insurance cancellation
- WA Stop-Gap or employer's liability coverage is required.

3. *Additionally Insured Endorsement (sample attached)*

- An "Additionally Insured Endorsement" from your Insurance Company (**CG 20 33 10 01 form or its equivalent**). This form will reflect, King County Housing Repair Program as additionally insured under your policy. All Additionally Insured policies should list the GL policy number. (sample attached)

4. *Contractors license and Bond*

- A photocopy of your current license and bond.

5. *Lead Based Paint requirements (if working with Lead-Base paint)*

- King County projects that require disturbing Lead-Base paint will only be available to contractors with the proper lead certifications. If you are a contractor with employees trained under the new EPA Renovate, Repair and Paint Rule (RRP), or a certified Abatement supervisor, as well as a certified firm, photocopy these certifications and submit them with your application. (Please see the following Lead-Base Paint Letter)

Requirements for Working with LEAD-BASE Paint Surfaces

Several departments of the federal government have established rules regarding repairing housing that may contain lead-base paint. The rules intend to minimize occupant and worker exposure when lead-base paint surfaces are disturbed.

In general, buildings constructed prior to 1978 require attention to possible lead-base paint issues. Depending upon particular circumstances, an EPA/Washington State Department of Commerce-certified Risk Assessment may be required or it can be presumed that lead is present. In any case, contractors will be required to follow a protocol of Safe Work Practices as prescribed under EPA/HUD certified training (402 of TSCA, 40 CFR Part 745, Subpart L) this is required for all contractors and construction workers working on homes built before 1978.

This new EPA rule went into effect April 22, 2010. By completing an EPA Accredited training successfully, the participant will receive a certification of completion for the initial EPA Lead Renovator/HUD Safe Work Practices requirements and comply with the new EPA rule.

All contractors who may work with lead-base paint hazards **must provide evidence of required training.** As of March 16th, 2011, The Washington State Department of Commerce has taken over administration of the Lead-Based paint Rule under WAC 365-230 which includes both the Lead-Based Paint activities and renovation regulations.

A variety of training opportunities are available, as the King County Housing Repair Program is a certified EPA trainer as well as certified with the Department of Commerce, you may contact us about future training opportunities that will certify your workers in both the state of Washington and EPA region 10.

Also, the contractor's work/repairs involving lead-base paint hazards **must pass a clearance test** before payment for that work can be made. Failure to pass the initial clearance test will result in additional cost to the contractor.

If your firm is interested in working on housing that contains lead-base paint hazards, **please submit the following:**

- **Photocopies of all crew members RRP certificates, or**
- **Copy of EPA/Washington State Abatement Supervisor Certificate , and**
- **Copy of EPA/Washington State Firm Certificate and must accompany the above two certifications**

By obtaining any of these certificates, your firm will qualify for additional rehabilitation opportunities. Documentation of training must be in our file before your firm can be awarded a project that deals with lead-base paint hazards.

Contractors are fully accountable for their work regarding projects that contain lead-based paint hazards. King County Housing Repair program recommends that contractors carry an additional rider to their insurance policy for pollution insurance, and if applicable may be required by the County. The recommended coverage is \$1,000,000

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/05/97

PRODUCER

Caledonian Insurance Group Inc.
3023 80th Avenue SE Suite 300
Mercer Island, WA 98040-2985

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A **Trinity Universal Ins. Co.**

COMPANY

B **Allied Insurance Group**

COMPANY

C

COMPANY

D

Phone No. 206-232-9897 Fax No. 206 232-9515

INSURED

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CPA7765390036	08/03/97	08/03/98	GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> COMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> \$500 Ded PD				FIRE DAMAGE(ANY ONE FIRE	\$50,000
	<input checked="" type="checkbox"/> STOP GAP				MED EXP (ANY ONE PERSON	\$5,000
B	AUTOMOBILE LIABILITY	ACP7800152948			COMBINED SINGLE LIMIT	\$500,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY	\$
	<input type="checkbox"/> ALL OWNED AUTOS				(Per Person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY	\$
	<input type="checkbox"/> HIRED AUTOS				(Per Accident)	\$
	<input type="checkbox"/> NON-OWNED AUTO				PROPERTY DAMAGE	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND				WC STATU- TORY LIMITS	\$
	EMPLOYERS'S LIABILITY				EL EACH ACCIDENT	\$
	THE PROPRIETOR/				EL DISEASE - POLICY LIMIT	\$
	PARTNERS/EXECUTIVE/ <input type="checkbox"/> INCL				EL DISEASE - EA	\$
	OFFICERS ARE <input type="checkbox"/> EXCL				EMPLOYEE	\$
	OTHER					

SAMPLE ONLY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is shown as additional insured but only as respects to their interest in the insured's Operations. FormCG 2010 (10/93/) applicable

CERTIFICATE HOLDER

King County Housing Repair Program
401 Fifth Avenue, Suite 510
Seattle, WA 98104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL BE ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Policy Number:

Commercial General Liability

This endorsement changes the policy, please read it carefully.

Additional Insured - - Owners, Lessees, or Contractors (Form B)

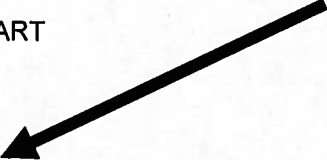
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

*Indicate this statement
on your endorsement*



King County Housing Repair Program

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Modifications to ISO form CG 20 33 10 01: **or its equivalent**

1. The insured scheduled above includes the Insured's officers, officials, employees, and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.
3. The insurance afforded by this policy shall not be canceled or materially changed except after thirty days prior written notice by certified mail return receipt requested has been given to the Authority.

SAMPLE ONLY

Insurer

Signature – Authorized Representative

Address



King County

King County
Housing and Community
Development Program

Housing Repair Program

Department of
Community and Human Services
401 Fifth Avenue, Suite 510
Seattle, WA 98104
(206) 263-9095
(206) 296-0229 FAX
TTY 711 (RELAY SERVICE)

NOTICE TO PROCEED ORDER
HOUSING REPAIR PROGRAM

HOMEOWNER

CONTRACTOR

Dear «contractor»:

Pursuant to the terms and conditions of my/our attached Contract for the repair work dated, _____, you are hereby authorized to proceed with the necessary repairs to my/our property at:

The following contracts/purchases of materials/services are authorized:

All invoices/receipts/payment schedules shall be submitted to the King County Housing Repair Program when work is completed.

Please acknowledge receipt of this Notice by signing below.

COPY ONLY

_____ Owner	_____ Contractor
_____ Owner	_____ Title
_____ Date	_____ Date

This Notice to Proceed Order is not valid unless signed by King County and its authorized representative.

(King County authorized agent)

date

AGREEMENT AND CONSTRUCTION CONTRACT

HOUSING REPAIR PROGRAM

401 Fifth Avenue, Suite 510
Seattle, WA 98104
(206) 263-9095

This AGREEMENT, made this date:

BETWEEN the OWNER:

and the CONTRACTOR:

for the PROJECT:

The owner and the contractor, for mutual considerations stated herein, agree as follows:

ARTICLE I CONTRACT DOCUMENTS

The executed contract documents shall consist of the following:

A. This Construction Contract
B. General Conditions
C. Drawings (if any)
D. WORK-WRITE-UP (if any)

E. Contractor's Bid Proposal
F. Notice to Proceed
G. Change Orders and Addenda
H. HUD 312/King County
Construction Standards

The documents enumerated in ARTICLE I shall form the contract between the parties. In the event of conflict between provisions of different documents, the contract document first listed in ARTICLE I shall govern.

ARTICLE II THE WORK

The contractor SHALL provide and pay for all labor, equipment and materials, including necessary permits required for the proper execution and completion of the contract work, as described by the contract documents.

ARTICLE III CONTRACT PAYMENT

Interim payments shall be made by King County, with approval from the owner, to the contractor after satisfactory completion of the contract work. Application for payment shall be made with an approved DISBURSEMENT REQUEST FORM or Contractor's Final Invoice. Ten(10%) percent shall be retained on all interim requests for disbursement. Final payment shall be paid upon satisfactory completion of the contract work, sign-off of applicable permits, receipt of lien waiver from subcontractors and suppliers, and inspection and approval by King County.

ARTICLE IV TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this Contract shall commence within 30 days after the date of Notice to Proceed order, and subject to authorized adjustments, be completed from the date of Notice to Proceed not later than:

AGREEMENT AND CONSTRUCTION CONTRACT

HOUSING REPAIR PROGRAM

ARTICLE V OCCUPANCY

During the course of the contract work, the premises are to be _____.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year first above written.

OWNER

CONTRACTOR SIGNATURE

OWNER

TITLE

DATE

DATE

LICENSE #

EXPIRATION DATE

REVIEWED, ACKNOWLEDGED AND APPROVED BY THE PUBLIC BODY(KING COUNTY)

Authorized Official for King County

DATE

COPY ONLY

GENERAL CONDITIONS REHABILITATION CONTRACT

ARTICLE 1 DEFINITIONS

1.1 **CONTRACT.** The contract shall consist of the construction contract, the General Conditions, the drawings(if any), the Work-Write-Up(WWU), the contractor's Bid proposal, the Notice to Proceed, the 312 Construction Standards, and any written changes to any of the foregoing documents.

1.2 **PUBLIC BODY** The term Public Body shall include King County and its officers and employees who have responsibilities in administering the Section 312 and Housing Rehab Program with the Division of Planning and Community Development, and the agents and designees of such officers and employees.

1.3 **GOVERNING LAW.** The governing law of this contract shall be the law of the location where the rehabilitation work takes place.

1.4 PARTIES. *The parties of this contract shall be the owner and the contractor.*

ARTICLE 2 EXECUTION AND INTENT

The contract shall be signed in duplicate by the owner and the contractor. The contract documents are complementary and what is called for any document shall be as binding as if called for by all. The intention of the contract is to include all labor, materials and equipment necessary for the proper execution of the work described therein, and also to include all work which may be reasonably inferable from the contract documents as being necessary to produce the intended results. The term work as used in the contract documents includes all labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 3 AUTHORITY OF PUBLIC BODY

3.1 The Public Body (King County) shall have authority to make periodic inspections of the work site during construction to familiarize itself with the progress and quality of the work. **The owner expressly understands and agrees, however, that King County shall not be responsible for the contractor's failure to accomplish work in accordance with the contract terms.**

3.2 King County shall have the right to stop work whenever such stoppage may be reasonably necessary to insure proper execution of the contract.

3.3 King County shall be, in the first instance, the interpreter of the terms and conditions of the contract.

3.4 If a dispute arises between the homeowner and contractor, each agrees to meet in good faith to resolve the dispute with a King County Housing Repair representative.

ARTICLE 4 OWNER

4.1 The owner shall furnish all surveys required by the contract work.

4.2 The owner shall permit the contractor to use, at no cost, existing utilities at the site such as light, heat, power and water necessary to the carrying out and completion of the contract work. The owner shall also facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture, as necessary.

ARTICLE 5 CONTRACTOR

5.1 The contractor shall supervise and direct the work using his best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

5.2 Unless otherwise specifically noted, the contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment/machinery, additional utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

5.3 The contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

5.4 The contractor warrants to the owner that all materials and equipment incorporated in the work will be new unless otherwise specified. All work shall be performed by craftsmen skilled in the trade by which such work items would appropriately be performed. All work shall be performed in accordance with the best practices of the trade and shall be of good quality, free from faults and defects.

5.5 The contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure and pay for all permits, fees and licenses necessary for the execution of the work.

5.6 The contractor shall give notices and comply with all laws, ordinances, rules, regulations, and orders of any governmental authority bearing on the performance of the work, and shall notify the owner if the drawings and bid proposal are at variance therewith. **In particular, the contractor shall comply with applicable local building codes. The contractor shall insure that all of its subcontractors likewise comply with governing law.**

5.7 The contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the contractor.

5.8 The contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the work "broom clean" or its equivalent, except as otherwise specified.

Archaeology Requirements

5.9 Contractors disturbing soils as a part of this contract must be vigilant to the possibilities of disturbing an archaeological site with historic significance. If the contractor encounters archeological or historical objects, such as ruins, sites, buildings, artifacts, fossils, or other objects of antiquity that may be significant from a historical or scientific standpoint, such objects shall not be further disturbed and the contractor shall notify the Engineer immediately. The Engineer will determine whether the material is to be salvaged, and may make adjustments in payment or in the time required for the performance of the work, in accordance with Sections 1-04.4 and 1-08.8 of the Standard Specifications.

(1-07.16(2)A)

ARTICLE 6 CONTRACTOR'S GUARANTEE

The contractor hereby guarantees all work performed for a period of one(1) year from the date of final acceptance of the all the work required by the contract. All materials and equipment furnished by the contractor under this contract shall be new, unless otherwise specified. They shall be of good builder's quality and free of defects. All manufacturers' and suppliers' written guarantees and warranties covering such materials and equipment shall be furnished to the owner. The contractor agrees to correct any defects due to faulty workmanship, materials or equipment and shall pay for or repair any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the contract work. **The owner agrees all warranties and guarantees are between the contractor and owner.**

ARTICLE 7 COMMENCEMENT OF WORK

7.1 The contractor's bid proposal shall be accepted or rejected by the owner within 30 days from the date established by King County for its receipt, provided that the contract is subject to issuance of a written Notice to Proceed order by the owner. No work shall be commenced by the contractor until a Notice to Proceed order is signed by the owner and King County..

7.2 The owner is obligated to issue a written Notice to Proceed within 30 days from the date of acceptance of the contractor's bid and proposal, provided the owner has obtained loan approval from the King County.

7.3 The contractor must commence work within 30 days after issuance of the Notice to Proceed order.

ARTICLE 8 PROTECTION OF WORK AND PROPERTY

The contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the work and other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations, and orders of any governmental authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the contractor, except damage or loss attributable to faulty drawings or to the acts or omissions of the owner or King County or anyone employed by either of them.

ARTICLE 9 INDEMNIFICATION

The Contractor shall protect, defend, indemnify and hold harmless the owner and King County, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (Hereinafter "claims"), arising out of or in any way resulting from the Contractor's, its officers, officials, employees, agents and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereafter amended.

The Contractor's obligations under this section shall include, but not be limited to,

1. The duty to promptly accept tender of defense and provide defense to the owner and the County at the Contractor's own expense.
2. The duty to indemnify and defend the County from any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the owner and County only, and only to the extent necessary to provide the owner and County with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated by them.
3. To the maximum extent permitted by law, the Contractor shall indemnify and defend the County from and be liable for all damages and injury which shall be caused to owners of property in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.

King County at its sole discretion may (1) withhold amounts sufficient to pay the amount of the claim for injury, and/or (2) pay any claim for injury of which King County may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.

Any amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by King County, including, without limitation, costs for claims adjusting services, attorneys, engineering and administration.

In the event the County incurs any judgment, award and/or costs arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the Contractor.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

ARTICLE 10 INSURANCE

10.1 By the date of the execution of this Contract the contractor shall procure and maintain for the duration of this Contract, insurance against injuries to persons and damages to property which may arise out of, or in connection with the performance of work under this Contract. The Contractor shall furnish evidence to the owner and King County of Commercial General Liability of \$1,000,000 and Commercial Automobile Liability coverage with limits of not less than \$500,000 combined single limit. For those policies with an aggregate limit, a \$2,000,000 aggregate limit. The Contractor shall further provide evidence of insuring or other coverage required by local law governing workman's compensation. The Contractor shall add King County and the owner to the Contractor's policy(s) as an additional insured and shall provide a certificate of insurance and policy endorsement as evidence of coverage.

10.2 Unless otherwise provided, the owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the owner, the contractor, and subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. Any insured loss is to be adjusted with the owner and made payable to the owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgagee clause. The owner and contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The contractor shall require similar waivers by his subcontractors.

10.3 By requiring such minimum insurance coverage, the County or owner shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing within these insurance requirements shall be deemed to limit the scope, application and/or limits of coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

ARTICLE 11 CHANGES IN THE WORK AND TIME

11.1 The owner, with written approval and acceptance of King County and contractor, may order changes in the work consisting of additions, deletions, or modifications, the contract sum and the contract time. All such changes in the work shall be authorized by written change order signed by the owner and contractor and agreed to by King County.

The contract sum and the contract time may be changed only by change order. The cost or credit to the owner from a change in the work shall be determined by mutual agreement.

11.2 If the contractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the contractor's control, or by any cause which

King County may determine justifies the delay, then the contract time shall be extended by change order for such reasonable time as King County may determine.

ARTICLE 12 CORRECTION OF WORK

The contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final acceptance of the contract work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents. The provisions of the Article apply to work done by subcontractors as well as to work by direct employees of the contractor.

ARTICLE 13 PAYMENTS

13.1 The contractor shall be paid the contract sum as specified in Article II of the construction contract after satisfactorily completing the contract work. King County shall review and inspect the work and issue payment upon satisfactory completion.

13.2 Payment may be withheld by King County on account of (1) defective work not remedied; (2) claims filed; (3) failure of the contractor to make payments properly to subcontractors or for labor, materials or equipment; (4) damage to another contractor; or (5) unsatisfactory prosecution of the work by the contractor.

13.3 Final payment shall not be due until the contractor has delivered to King County a complete release of all liens arising out of this contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to King County indemnifying him against any lien. Final payment shall be made only after final inspection and acceptance of the contract work.

ARTICLE 14 ASSIGNMENT

The contractor shall not assign any part of the contract without the prior written consent of the owner and King County. The request for assignment must be addressed by the contractor to King County.

ARTICLE 15 TERMINATION BY CONTRACTOR

If King County fails to issue a certificate of payment for a period of 30 days through no fault of the contractor, or if the owner fails to make payment thereon for a period of 30 days, the contractor may, upon 7 days written notice to the owner and King County terminate the contract and recover from the owner payment for all work executed. The contractor may submit in writing to King County causes for termination. Upon receipt of such notification provide a written response within 14 days to the parties.

ARTICLE 16 TERMINATION BY THE OWNER

If the contractor defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of the contract, the owner may with written consent of King County, and after 7 days written notice to the contractor, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor or, at his option, may terminate the contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the contract sum exceeds the expense of the finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the contractor shall pay the difference to the owner.

ARTICLE 17 NONDISCRIMINATION

If the contract price is \$10,000 or more the contractor shall comply with following nondiscrimination and affirmative action requirements:

17.1 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices provided by King County setting forth the provisions of this nondiscrimination clause.

17.2 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

17.3 The contractor shall send to each labor union or representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17.4 The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the

Secretary of Labor, which include furnishing required information and reports, and permitting access to his books, record, and accounts.

17.5 Noncompliance with this Article may result in cancellation, termination, or suspension in whole or in part and such other remedies as authorized by law.

17.6 The contractor shall include paragraphs 17.1 through 17.5 of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor. The contractor will take such action with respect to any subcontract or purchase order as the owner or the Secretary of Housing and Urban Development (HUD) may direct as a means of enforcing such provisions, including sanctions for noncompliance.

ARTICLE 18 LEAD BASE PAINT REGULATION

No paint containing more than six one-hundredths of one percent lead by weight shall be used in the performance of any work specified in this contract. The abatement, removal, and disposing of lead-base paints shall be in conformance with HUD's Final Ruling, and the RRP rule along with WAC365-230 administered by Washington State Department of Commerce.

ARTICLE 19 DISCLOSURE STATEMENT

This disclosure statement as required by RCW 18.27.114 to the customer is provided when any contractor agreeing to perform any contracting project for the repair, alteration, or construction of four or fewer residential units or accessory structures on such residential property when the bid or contract price totals one-thousand (\$1,000) dollars or more:

"Notice To Customer"

This contractor is registered with the state of Washington, registration no. _____ and has posted with the state a bond or deposit of for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the conduct of the contractor's business. The expiration date of this contractor's registration is. **THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.** This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to that you and other customers, suppliers, subcontractors, or taxing authorities may have. **FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.** You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract. **YOUR PROPERTY MAY BE LIENED.** If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be lienied to force payment and you could pay twice for the same work. **FOR ADDITIONAL PROTECTION YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR AT YOUR PROJECT.** The contractor is required to provide you with further information about lien release document if you request it. General information is also available from the state Department of Labor and Industries. Acknowledgment of Receipt of Notice to Customer:

Dated this _____ day of _____ of the year _____.

Customers Full Name and Signature

ARTICLE 20 SUSPENSION & DEBARMENT

This contract is a covered transaction for purposes of 24 CFR Part 24. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 24 CFR24, or affiliates, as defined at 24 CFR24, are excluded or disqualified as defined at 24 CFR24. The contractor is required to comply with 24 CFR24, Subpart C and must include the requirement to comply with 24 CFR 24, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by King County Housing Repair Program. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to King County Housing Repair Program, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 24 CFR24, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor

ARTICLE 21 SEVERABILITY

The invalidity of any article, clause, part or provision of this Contract shall not affect the validity of the remaining portions thereof.

rev 3/2011

COPY ONLY



King County

CONTRACTOR'S QUALIFICATION STATEMENT

HOUSING REPAIR PROGRAM

King County
Housing and Community
Development Program
Housing Repair Program

Department of
Community and Human Services
401 Fifth Avenue, Suite 510
Seattle, WA 98104
(206) 263-9095
(206) 296-0229 FAX
TTY 711 (RELAY SERVICE)

INSTRUCTIONS: Please provide the following information.
Incomplete forms will delay processing of any contract.

Qualified contractors will be listed with King County's Housing Repair Program contractor's list. This list is provided to all owners seeking bids through the program.

If you have any questions about this form or King County's Housing Repair Program, please call Shirley Jewett (206)263-9095.

FIRM NAME _____

BUSINESS ADDRESS _____

CITY/ STATE /ZIP _____

MAILING ADDRESS: _____

CITY/STATE/ZIP _____

BUSINESS PHONE _____ CELL PHONE _____

FAX # _____ email: _____

THIS FIRM IS A: GENERAL CONTRACTOR _____ SPECIALTY CONTRACTOR _____ TYPE _____

CORPORATION: _____ PARTNERSHIP _____ INDIVIDUAL OWNED _____

MINORITY-OWNED (WBE/MBE CERTIFIED) _____ LEAD SAFE CERTIFIED _____

AGE OF FIRM _____ NUMBER OF EMPLOYEES _____

NAMES AND ADDRESSES OF ALL PRINCIPALS, PARTNERS, OFFICERS, ETC.

STATE LICENSE NO. _____ EXPIRATION DATE _____

PROPERTY AND LIABILITY INSURANCE CO. _____

ADDRESS _____ CITY/STATE/ZIP _____ PH _____

POLICY No. _____ AMOUNT _____

EXPIRATION DATE _____

BONDING CO. _____

ADDRESS _____ CITY/STATE/ZIP _____ PH _____

BANK/CREDIT REFERENCES _____

CONTRACTOR REFERENCES _____

(over)

CONTRACTOR'S QUALIFICATION STATEMENT

Please list three (3) jobs/projects/rehabilitation work completed by your firm.

- 1) CLIENT _____ PHONE _____
ADDRESS _____
DESCRIPTION OF WORK: _____

- 2) CLIENT _____ PHONE _____
ADDRESS _____
DESCRIPTION OF WORK: _____

- 3) CLIENT _____ PHONE _____
ADDRESS _____
DESCRIPTION OF WORK: _____

Have you ever failed to complete a project? NO _____ YES ____ (explain)

Have you ever filed for bankruptcy? NO _____ YES ____ (explain)

Please provide and list the construction experiences/skills of the principal individuals in you organization:

List your major sub-contractors:

List your major suppliers:

Please attach a copy of your Contractor's License, Certificate of Insurance, and the Additional Insured Endorsement.

I certify the above information is true and correct.

Contractor's signature

Title

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.